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AVSO350

ALABAMA JUDICIAL DATA CENTER  
HOUSTON COUNTY

SUMMONS

CV 2005 000591.00

IN THE CIRCUIT COURT OF HOUSTON COUNTY  
LATTIME CONST & HOME BLDG, INC V THE BERRY COMP, CENTURYTEL

SERVE ON: (D001)

SSN: 000-00-0000

THE BERRY COMPANY  
2348 STERLINGTON RD  
SUITE 4  
MONROE

LA 71203-0000

PLAINTIFF'S ATTORNEY

BYRD JOHN E  
P O BOX 536

DOTHAN, AL 36302-0000

TO THE ABOVE NAMED DEFENDANT:

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS, YOU OR YOUR ATTORNEY ARE REQUIRED TO MAIL OR HAND DELIVER A COPY OF A WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT TO THE PLAINTIFFS ATTORNEY(S) SHOWN ABOVE OR ATTACHED:

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGEMENT BY DEFAULT MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS DEMANDED IN THE COMPLAINT. YOU MUST ALSO FILE THE ORIGINAL OF YOUR ANSWER WITH THE CLERK OF THIS COURT.

( ) TO ANY SHERIFF OR ANY PERSON AUTHORIZED BY EITHER RULES 4.1(B)(2) OR 4.2(B)(2) OR 4.4(B)(2) OF THE ALABAMA RULES OF CIVIL PROCEDURE: YOU ARE HEREBY COMMANDED TO SERVE THIS SUMMONS AND A COPY OF THE COMPLAINT IN THIS ACTION UPON DEFENDANT.

(X) THIS SERVICE BY CERTIFIED MAIL OF THIS SUMMONS IS INITIATED UPON THE WRITTEN REQUEST OF OF THE ALABAMA RULES OF CIVIL PROCEDURE. PURSUANT TO RULE 4.1(C)

DATE: 09/28/2005

CLERK: JUDY BYRD  
PO DRAWER 6406  
DOTHAN AL 36302

RETURN ON SERVICE:

( ) CERTIFIED MAIL RETURN RECEIPT IN THIS OFFICE ON (DATE) \_\_\_\_\_  
(RETURN RECEIPT HERETO ATTACHED)  
( ) I CERTIFY THAT I PERSONALLY DELIVERED A COPY OF THE SUMMONS AND COMPLAINT TO \_\_\_\_\_  
IN \_\_\_\_\_ COUNTY, ALABAMA ON (DATE) \_\_\_\_\_

DATE

SERVER SIGNATURE

SERVER ADDRESS

TYPE OF PROCESS SERVER

OPERATOR: INM  
PREPARED: 09/28/2005

COPY

IN THE CIRCUIT COURT OF HOUSTON COUNTY, ALABAMA

LATTIME CONSTRUCTION AND  
HOME BUILDING, INC.

Plaintiff,

vs.

THE BERRY COMPANY,  
CENTURYTEL, A, B, C, D, E,  
F PARTNERSHIPS, G, H, I  
CORPORATIONS BEING THOSE  
PERSONS, PARTNERSHIPS,  
CORPORATIONS, ASSOCIATIONS  
OR OTHER LEGAL ENTITIES  
WHO ON THE OCCASIONS  
COMPLAINED OF IN THIS  
COMPLAINT COMMITTED THE  
BREACH OF CONTRACT,  
FRAUD, NEGLIGENCE AND/OR  
WANTONNESS AND ALL ACTS  
CLAIMED BY PLAINTIFF  
HEREIN, ALL OF WHOSE TRUE  
NAMES AND IDENTITIES ARE  
OTHERWISE UNKNOWN TO  
THE PLAINTIFF AT THIS TIME  
BUT WILL BE ADDED BY  
AMENDMENT WHEN  
ASCERTAINED.

DEFENDANTS.

CIVIL ACTION NO.:

CV 05-591 H

FILED

SEP 20 2005

*Judy Byrd*  
JUDY BYRD, CLERK  
HOUSTON CO., AL

COMPLAINT

1. Plaintiff is a corporation organized under the laws of the State of Alabama presently doing business in Dothan, Houston County,

Alabama. Defendant, The Berry Company, is a Louisiana company doing business in Alabama at the time of the claims in this case. Defendant, CenturyTel, is a Louisiana corporation authorized to do business in the State of Alabama at the time of the claims in this case.

2. Those unknown or fictitious Defendants named herein are those person, partnerships, corporations, associations or other legal entities who on the occasions complained of in this complaint, committed the breach of contract alleged in Count One of this complaint, committed the acts of fraud alleged in Count Two of this complaint and committed the negligence and/or wantonness alleged in Count Three in this complaint, all of whose true names and legal identities are otherwise unknown to the Plaintiff but will be added by amendment when ascertained.

### **COUNT ONE**

3. On or about July 14, 2003, Plaintiff and Defendants entered into a contract whereby the Defendant, The Berry Company, in behalf of CenturyTel would provided Plaintiff with multiple listings in the CenturyTel directory for 2004.

4. The Defendants have breached the agreement referred to herein by failing or refusing to provide the Plaintiff with the listings contracted for in the 2004 CenturyTel directory.

5. As a consequence of the breach of the agreements by Defendants, Plaintiff has been caused to suffer substantial monetary loss, loss of revenue, lost contact with potential clients, substantial mental anguish, annoyance and inconvenience, incidental and consequential damages, attorneys fees, costs, expenses and other lost revenue and income; and, Plaintiff has been otherwise injured and damaged.

WHEREFORE, Plaintiff demands judgment against Defendant for compensatory and punitive damages in the sum of \$500,000.00, and costs.

### **COUNT TWO**

6. Subsequent to July 14, 2003, on or by December 2003, Plaintiff learned that the listings that he had contracted with the Defendants to be placed in the 2004 CenturyTel directory were improper and not as he had contracted for.

7. Said representations and agreements made to Plaintiff by the Defendants where false and the Defendants knew that they where false, or Defendants without knowledge of the true facts recklessly misrepresented them, or they were made by mistake with the intention that Plaintiff should rely upon them. Defendants representations were malicious, oppressive and with intent to deceive the Plaintiff herein.

8. Plaintiff believed the representations made to him by the Defendants and relied upon said representations.

9. As a consequence of the fraud carried out of the Defendants against Plaintiff, Plaintiff has been caused to suffer a substantial monetary loss, loss of revenue, lost contact with potential clients, substantial mental anguish, annoyance and inconvenience, incidental and consequential damages, attorneys fees, costs, expenses and other lost revenue and income; and, Plaintiff has been otherwise injured and damaged.

WHEREFORE, Plaintiff demands judgment against Defendants for compensatory and punitive damages in the amount of five hundred thousand and no/100 (\$500,000.00), and costs.

### **COUNT THREE**

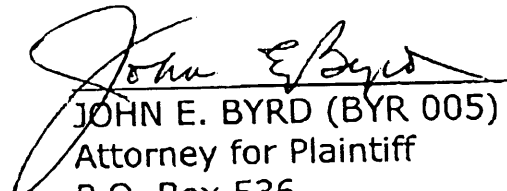
10. On or about December 2003, Plaintiff learned that Defendants had negligently and/or wantonly caused or allowed listings in the 2004 CenturyTel directory to be placed therein contrary to his contract with them for these listings.

11. As a proximate consequence of Defendants said negligence and/or wantonness, Plaintiff was caused to suffer injury and damages as stated herein.

12. As a proximate consequence of the negligence and /or wantonness by Defendants against Plaintiff, Plaintiff has been caused to suffer substantial monetary loss, loss of revenue, lost contact with potential clients, substantial mental anguish, annoyance and inconvenience, incidental and consequential damages, attorneys fees, costs, expenses and other lost revenue and income; and, Plaintiff has been otherwise injured and damaged.

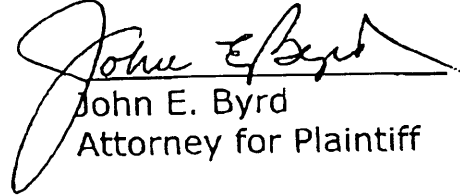
WHEREFORE, Plaintiff demands judgment against Defendants, for compensatory and punitive damages in the amount of five hundred thousand and no /100 (\$500,000.00) and costs.

Dated this 20 day of Sept., 2005.

  
JOHN E. BYRD (BYR 005)  
Attorney for Plaintiff  
P.O. Box 536  
Dothan, Alabama 36302  
Telephone (334) 794-0759  
Fax (334) 792-0163

JURY DEMAND

Plaintiffs demands a trial by struck jury as to all counts contained in this complaint.



John E. Byrd  
Attorney for Plaintiff

FILED:

Served Defendants by certified mail at:

1. The Berry Company  
2348 Sterlington Road, Suite 4  
Monroe, LA 71203
2. CenturyTel  
P.O. Box 6001  
Marion, LA 71260-6001